

ADDITIONAL TERMS SCHEDULE – MARKET CONNECTIVITY SERVICES

1. MARKET CONNECTIVITY SERVICE

(a) The Service consists of the connectivity services (“**Connectivity Services**”) and application services (“**Application Services**”) described in the Order Form. For the purposes of this Additional Terms Schedule, “**Market Data**” shall mean such last sale and quotation information relating to securities, bonds and derivatives, index information and such other categories of information as may be accessed via the Application Services. The Service does not include the provision of Market Data.

(b) As a condition to receiving the Service, the Client shall execute such documentation as required by the applicable Disseminating Party. For purposes of this Additional Terms Schedule, the term “**Disseminating Party**” means an entity from which the Market Data originates.

2. CLIENT RESPONSIBILITIES

(a) The Supplier reserves the right of entrance for its employees, agents and contractors to the Client’s premises for the purposes of installing, repairing, maintaining and inspecting the Supplier’s equipment and facilities, or upon termination of the Service, removing the Supplier equipment and facilities. The Client is responsible for arranging access to any rights of way, equipment space and conduit necessary to provide the Service on the Client’s premises.

(b) The Client shall provide on a timely basis the necessary equipment space, conduit and electrical power required to install, repair, maintain, inspect, replace and remove the equipment and facilities used to provide the Service on the Client’s premises without charge or cost to the Supplier. The Client shall be responsible for assuring all such Client premises, including, without limitation, rights of way, equipment space and conduit, are safe for the Supplier’s equipment, facilities and personnel and that security procedures are in place to safeguard the Supplier’s equipment, facilities and personnel and to protect the Supplier’s equipment and facilities against misuse. The Client shall also insure its premises where there is the Supplier’s equipment and facilities against fire, theft, vandalism or other casualty, and ensure that the use thereof complies with all applicable laws, rules and regulations and with all applicable leases or other contractual agreements. The Client shall also maintain insurance in respect of death of, and any personal injury suffered by, any of the Supplier’s personnel whilst on the Client’s premises. In cases in which additional protections are required, as determined by the Supplier, the same shall be provided by the Client at the Client’s expense.

(c) The Client shall be responsible for obtaining and maintaining in effect all authorisations, permits and insurance necessary to permit the Client to receive the Service and comply with its obligations under this Agreement.

3. THIRD PARTY ACCESS

(a) This paragraph 3 applies if the Client is either an Application Service Provider or an Extranet Service Provider.

(b) Where the Client is an Application Service Provider or an Extranet Service Provider and it is receiving the Service as an Application Service Provider or an Extranet Service Provider (as specified in the Order Form), then consent under Clause 7(d) of the Terms and Conditions shall be deemed to have been given by the Supplier as long as such use is compliant with all laws and regulations and other requirements laid down in the Policies or the Specifications, and subject to paragraphs 3(c) and 3(d) below. The Client shall provide the Supplier with the name of each Client User. The Client agrees to require that its agreement with each Client User contains language substantially similar to Clauses 7 (Use) to 15 (Termination) of the Terms and Conditions, and to paragraphs 3 (Third Party Access) and 4 (Equipment) of this Additional Terms Schedule, for the benefit of the Supplier, its owners, employees and third party service providers and shall provide such language to the Supplier. The Client consents to audit by the Supplier to confirm that the Client is complying with the terms of this paragraph 3.

(c) If the Client is an Application Service Provider, the Supplier’s deemed consent under paragraph 3(b) is subject to the Client, after having been requested to do so by the Supplier or the relevant Affiliate of Supplier, entering into a service provider agreement with Supplier or such Affiliate of Supplier.

(d) If the Client is an Extranet Service Provider, the Supplier's deemed consent under paragraph 3(b) applies only in cases where the Client User has also entered into an agreement with the Supplier for the provision of Application Services.

4. EQUIPMENT

The Client agrees that all rights, title and interest in all equipment and facilities provided by the Supplier hereunder shall at all times remain exclusively with the Supplier. The Client shall not create or permit to be created any liens or encumbrances upon such equipment and facilities. Upon termination of the Service for any reason, the Supplier shall remove its equipment and facilities from the Client premises, and the Supplier reserves the right to charge the Client for the removal of such equipment and facilities. The Supplier shall have no responsibility for the maintenance and repair of equipment and facilities not furnished by the Supplier. The Supplier may charge the Client its standard charges in cases where a malfunction is unrelated to the Supplier equipment and facilities or for false call outs.

5. MARKET DATA

Nothing in this Agreement gives the Client or any other person any right to reproduce, display, transmit, modify or otherwise use any data transmitted or received through the Service, or to trade any instrument on any exchange operated by the Supplier or any of its Affiliates. Such rights are granted only under the terms of separate agreements with the relevant Disseminating Parties, but nothing in this Agreement obliges the Supplier or any Disseminating Party to enter into any such agreement.

6. TERMINATION

If this Agreement is terminated, either in whole or in part, for any reason (except by the Client in accordance with Clauses 6, 12(b) or 15(c)(1) of the Terms and Conditions) before the end of the Initial Term of this Agreement, the Client shall remain liable for the Charges for the remainder of the Initial Term.